DOCUMENT RESUME

ED 032 643 EA 002 541

By-Kramer, Louis I.

Principals and Grievance Procedures. Professional Negotiations Pamphlet Number Two.

National Association of Secondary School Principals, Washington, D.C.
Pub Date 69
Note-37p.
Available from-The National Association of Secondary School Principals, 1201 Sixteenth St., N.W., Washington, D.C. 20036 (Single copy $1.00, quantity discounts).
EDRS Price MF-$0.25 HC Not Available from EDRS.
Descriptors-Administrator Guides, *Administrator Role, Arbitration, *Collective Negotiation, *Grievance Procedures, Negotiation Agreements, *Principals, *Teacher Administrator Relationship, Teacher Associations

This pamphlet explains the sources and nature of grievances, what grievance procedures are intended to do, and methods available for the resolution of grievances. Specific guidelines are offered to aid principals in writing grievance clauses and establishing administrative procedures to deal with formal grievances. The appendix includes sample grievance procedure clauses. Related documents are EA 002 507 and EA 002 542. (JH)

PROCESS WITH MICROFICHE AND PUBLISHER'S PRICES. MICROFICHE REPRODUCTION ONLY.

ED 032643

Principals and Grievance Procedures

by Louis I. Kramer

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL OFFICE OF EDUCATION POSITION OR POLICY.

EA 002 541

Professional Negotiations Pamphlet Number Two

from

THE NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS
1201 Sixteenth Street, N.W., Washington, D. C. 20036

Permission to reproduce this copyrighted work has been granted to the Educational Resources Information Center (ERIC) and to the organization operating under contract with the Office of Education to reproduce documents included in the ERIC system by means of microfiche only, but this right is not conferred to any users of the microfiche received from the ERIC Document Reproduction Service. Further reproduction of any part requires permission of the copyright owner.

Copyright 1969

THE NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS

1201 Sixteenth Street, N.W., Washington, D. C. 20036

One dollar per copy. Twenty percent discount for 10 or more copies. Special rates for 25 or more copies available upon request. Payment must accompany orders of five dollars or less.

Foreword

When principals are asked to name their most persistent problem in administering negotiated master agreements, they frequently point to the resolution of employee grievances. Make no mistake about it, the pressure is on the building principal to have as few formal grievances as possible and to resolve *in his office* those which are filed. In fact, it is well known that many school superintendents and school boards, when judging a principal's effectiveness in implementing the master agreement in his building, use the number and type of grievances filed by teachers and others as a major criterion.

In this second volume in NASSP's series on various aspects of professional negotiations, Louis Kramer, a member of the Association's Committee on the Status and Welfare of Secondary School Administrators, discusses, from the point of view of the principal, the critical issues and practices in the handling of grievances. He has assembled, organized, and presented the material germane to this problem in a most effective manner.

It must be stressed that this booklet is not a handbook of ready-made answers to all the questions that might arise in this complex area. Rather, it is a reference written to help principals understand the sources and nature of grievances, what grievance procedures are intended to do, and the terms used in their resolution. The author also presents a list of general guidelines which, we are confident, will help to take some of the grief out of grievances.

We proudly present and commend this publication to all secondary school administrators and others interested in this important part of the negotiations process. We express profound gratitude to Mr. Kramer for the diligent effort he expended in preparing the original manuscript.

Owen B. Kiernan
Executive Secretary
National Association
of Secondary
School Principals

Charles R. Hilston
Director of Field Services,
Professional Negotiations
National Association
of Secondary
School Principals

A TEACHER in a midwestern high school filed a grievance, charging that the principal had required him to teach a beginning science class during the seventh period on each of the three previous days. The teacher, who was not certified to teach science, claimed that this additional assignment deprived him of his scheduled planning period. He also asserted that the assignment was in direct violation of the local professional agreement, which states "Teachers shall not be assigned outside the scope of their teaching certificates except for good cause" and "The teaching load per week will be 25 teaching periods and five unassigned preparation periods." He further noted that the agreement states that "The Board agrees at all times to maintain an adequate list of substitute teachers. Once a teacher has reported unavailable for work, it shall be the responsibility of the administration to arrange for a substitute teacher."

The teacher demanded released time or extra pay to compensate for the extra hours worked, a written reprimand of the principal, and assurance that in the future the administration would abide by the provisions of the professional agreement.

In the incident cited here, a single meeting of the principal, the aggrieved teacher, and a representative of the teachers' association resolved the dispute. The teacher agreed to withdraw his grievance after the principal had explained that he had exhausted the list of substitute teachers without finding one available on the days in question.

It is easy for the uninitiated to react with a feeling that if grievance procedures encourage this sort of complaint, they want no part of them. The fact is

that this sort of situation is likely to arise in any school, whether it has a grievance procedure or not. But while the school that has negotiated a grievance procedure has an orderly process for dealing with it, the school system that has failed to adopt procedures for handling grievances is likely to have continuing unhappiness or resentment arising from such incidents because there is no agreed-upon procedure and because the principal is tempted to act in a unilateral, arbitrary manner.

Sources of Grievances

Although a grievance is sometimes broadly defined as any type of complaint, the discussion that follows is limited to claims by employees or by an organization covered by a negotiated contract which allege that they have been subjected to:

(1) an inequitable application, misrepresentation, or other violation of the agreement arrived at through the negotiations process, or
(2) an unfair or discriminatory act or condition contrary to established policy or practice, or
(3) a violation of law, or
(4) misapplication of a rule of the board of education.

It is easy to assume that all grievances are initiated by an individual teacher, and that it is the building principal who is always being complained about. This assumption is much too narrow, for the pairing of complainant-defendant may be:

(1) an individual teacher against the principal or immediate supervisor, or
(2) the teachers' association or union against the principal, or
(3) an individual teacher or teachers' organization against the central administration, or

(4) the principal against a teacher or the teachers' organization.

Admittedly, problems can arise when administrators are members of the "teachers' association." When the organization or one of its members wishes to file a grievance against a supervisor who is a member of the same organization there are bound to be difficulties. This circumstance adds support to the view held by many that administrators should not be members of the local teachers' organization.

Three grievance cases—all hypothetical—will illustrate the various possibilities for initiating action as mentioned above.

> This grievance is filed against the principal of the Totesville Senior High School by Elmore Maxton in the name of the Totesville Federation of Teachers. Said principal did permit and approve of the posting of materials published by the Totesville Education Association on the official school bulletin board in violation of Article II, Section D of the Union contract which states, "Official school bulletin boards shall not be used by any teacher organization. Each organization shall be provided with a bulletin board located in the teachers' lounge of each building for the posting of its materials."

In the next illustration, an individual teacher filed a grievance against the central administration:

> When I signed my contract with the school district, the superintendent guaranteed me that I would be assigned to the Haycock Building which is near my home. Upon reporting for duty, I found that I had been assigned to teach in the Miller Road School which is more than five miles away from my home. This decision was totally unfair.

I believe that this constitutes an involuntary transfer in violation of Article X, Section D, "An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instruction program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through professional grievance procedure."

One final example represents a grievance that might be filed against the central administration by the teachers' organization:

The Millerston Education Association complains that building principals, supervisors, and superintendent arbitrarily and capriciously deny and reject requisitions for materials and supplies needed in science classes at the junior high school. Grievant argues that these materials are essential to effective teaching of science and that those officers who rejected the requisitions are not competent to judge the importance of certain materials in a curriculum designed for high quality education.

Although the first step in the formal grievance procedure ordinarily involves the principal, it should be obvious that problems can often be resolved informally without invoking the grievance clause. This is the essential difference between a *complaint* and a *grievance*.

Teachers should always feel free to sit down with the principal and discuss problems with a view to adjusting difficulties or differences in an informal collegial atmosphere and without instituting grievance procedures. The effective administrator sees to it that all members of the staff recognize that this is the recommended method for handling complaints

so that they do not become magnified into formal grievances.

The principal should be constantly aware of his position as the most immediate individual with whom a teacher may register dissatisfaction. It behooves him to exert every effort to be an impartial administrator and an effective instructional leader while still demonstrating support to the staff. Through such an approach, his faculty associates will recognize in him the professional stature attributed to the successful principal.

Need for Formal Grievance Procedures

While teacher contracts arrived at by collective negotiations vary widely in their content, no contract can achieve its goal of enabling the contracting parties to work together amicably under rules designed for their mutual benefit if it fails to include a well-conceived grievance clause. And obviously even the most ideal contract will fail unless it is administered with intelligence and good will. The administration of the grievance procedure is particularly crucial in determining the level of staff morale and the consequent effectiveness of the entire contract.

Good morale results when personnel are permitted to express dissatisfaction and obtain adjustments in a fair and impartial setting. Even when the cause of discontent is not a real or valid problem, the dissatisfaction may be quite real, and opportunities should be provided to release accumulated discontent in an atmosphere of reasonable discussion.

Grievance procedures are designed to improve administrative practice by promoting a balance between

protecting the authority of the principal and other administrators and preventing abuse of this authority. The way these procedures are interpreted and applied in any school will set the pattern for cooperation by the entire staff.

The resolution of much teacher dissatisfaction depends upon the successful application of the grievance procedures; hence, it is axiomatic that the principal must be thoroughly familiar with the terms of the contract. Sometimes it is useful for a committee of the local principals' association to study the local contract and to distribute interpretations and recommendations to the membership. Should vexing problems arise within a school, this committee could be called upon to analyze the facts and counsel the principal concerned.

We recommend in this connection that principals undertake instruction and training through workshops, institutes, or other in-service programs in the whole area of negotiations, and particularly in the subject of grievance resolution. Otherwise, as a well meaning but uninformed amateur, the principal may be unable to cope with the sophisticated and highly trained spokesman of a teachers' organization.

Here it should be noted that grievances may arise from situations not referred to in the contract but generally accepted as part of established policy or practice. Also, a grievance must involve a situation over which the party complained against—most often the employer—has control or for which he can be held accountable. Such matters as physical conditions of employment—adequate heating, lighting, ventilation, and safety precautions fall in this category,

but length of school year as mandated by a state regulation is not.

Most disputes involve problems relating to teachers' programs, assignments, transfer, performance rating, class size, inadequate facilities and supplies, promotions, and salary. Some of the foregoing are not grievances; rather, they fall into the category of items which should be clarified at the negotiating table. For example, problems with salary adjustments and school supplies and facilities should be resolved at the negotiating table.

Some authorities feel that no claim should be considered in the grievance procedure where another procedure exists for settling the problem. However, since other avenues, such as court proceedings, are time-consuming and costly, it is sometimes worth utilizing the efficient, less formal, and less expensive channels offered by grievance procedures, even though alternate routes to a solution do exist.

Appeals

The design of the grievance procedure will vary from one school district to another, but the patterns are much alike in that complaints are usually lodged with the building principal. However, in cases where the grievance affects a number of teachers or a segment of the teachers' unit, the first step in the grievance procedure may be to file the complaint directly with the superintendent or his designee.

Appeal from the initial decision may be made to a higher level of authority. Further appeals from unfavorable rulings may be made in a series of steps

when the grievant so desires, with the number of steps or levels varying with the size of the system. In general, though, the appeal sequence goes from the building level to the central office level, from there to the board of education or a committee thereof, and finally to an arbitrator or panel of arbitrators as provided by the agreement.

In a large system, the second (central office) level may be broken down into two sublevels: the first, an appeal to an assistant superintendent or similar official; the second, if needed, further appeal to the superintendent himself.

Arbitration

The third and final level is arbitration, which may involve a variety of individuals or agencies in accordance with the particular agreement. The arbitrator may be selected from the arbitration association, a state board of education, a state labor relations board or other board specifically designated for the purpose by law, from a court, or from some other source.

Binding arbitration is favored where interpretation of terms of the agreement is involved. There are times, however, when advisory arbitration will be preferred, especially where the legal propriety of binding arbitration remains uncertain.

President Kennedy's Executive Order 10988 permitted advisory arbitration in the federal employment sector but prohibited binding arbitration. Only occasionally have recommendations under this system been rejected, and there seems to be no reason why public education should differ in this respect. None-

theless, provisions for binding arbitration may become more popular with the increasing number of teacher-school board collective agreements and state statutes permitting or mandating them.

One legal precedent has been established by the Wisconsin Supreme Court, which ruled on June 6, 1967, that a city's agreement to arbitrate grievances in this manner is binding and enforceable in the courts. One authority states that 95 percent of all agreements negotiated in private employment end in binding, third-party arbitration of grievances. Arbitration attaches to the process a judicial atmosphere which tends to provide a feeling of confidence on the part of teachers that impartial decisions will be made. Ultimately, enough decisions will accumulate to provide precedents which may reduce the number of grievances. In addition, arbitration of impasse situations usually prevents work-stoppages. The costs of arbitration are likely to be substantial. Arbitration fees generally run from $100 to $150 per arbitrator for each day of hearings, plus expenses, plus the time required to write the decision. Therefore, requests for this process are ordinarily not made unless the grievant is fairly sure of his case.

Most contracts require that grievance procedures begin at the building principal level, which is the level of our chief concern. The superintendent and members of his administrative staff must make certain that all grievance resolution really does begin at this level except as provided otherwise in the written agreement. Because of the agreement, by-passing the principal becomes more difficult, and superintendents or school boards are not as free as they might other-

wise be to make decisions on such matters without first going through the building principal. Thus, the role and authority of the principal is strengthened by virtue of the agreement itself. It is an acknowledgement that teachers are expected to look first to the principal for resolution of their problems.

Need for a Carefully Worded Contract

It goes without saying that the grievance procedure clauses of any negotiated contract should be carefully worded to provide the intended guarantees for all parties. *The function of the grievance procedure should not be limited to providing a process for resolving teachers' grievances; it should offer an all-inclusive safeguard to protect the rights of all parties and to facilitate the smooth execution of all provisions of the contract agreement.*

Grievances tend to be more numerous under contracts whose language is general rather than specific, because where the language is general interpretation may vary with the administrator and the situation. Agreements should be couched in language which is as objective and definite as possible. Although phrases such as "administratively feasible" or "when in the best interests of effective operation" may give an administrator additional flexibility, they may also be a vehicle for accumulating potential grievances.

All employees should have complete knowledge of the grievance procedures, and these procedures should be discussed from time to time in order to avoid submission of problems not covered by these regulations.

Features of Good Grievance Procedures

Certain features should be written into every grievance clause to insure smooth operation of grievance procedures. It is impossible and unnecessary to review here all of the provisions of a model grievance clause, but there are some features which should not be overlooked, and these are discussed in the following paragraphs. Even when these provisions are not written into the contract, the principal should see to it that they are carried out as a matter of administrative procedure.

1. Grievances Should Be Presented in Writing

When informal conversations do not succeed in resolving a complaint, formal grievances should be presented to the principal in writing, so that he may study carefully the precise nature and significance of the complaint. At times the grievant may claim that the principal's interpretation of the grievance is incorrect, that it is not exactly what the teacher had in mind, or that the principal has distorted its implications so that it no longer represents the facts as originally stated. One way of avoiding this situation is to use a standard reporting form which requires the grievant to set down his statements in an orderly fashion and to identify the exact details involved. This also enables the principal to establish a pattern in his study of grievances and promotes a comparative analysis of them. Furthermore, since most agreements permit—and some require—the building representative to be present when grievances are sub-

mitted, the adversary relationship which may develop makes an accurate written account of the facts essential.

2. *An Association Committee Should Screen Grievances*

Contracts generally allow or require the teacher when submitting a grievance to be accompanied by the building representative of the teachers' unit. In consequence, the teachers' organization becomes, to a degree, a party to the proceedings. Since this is so, it would seem reasonable for this organization to have a screening committee whose function would be to pass on the validity or desirability of the grievance from their point of view. Many Professional Rights and Responsibilities Committees serve this purpose. This does not necessarily mean that an individual could not file a grievance if the screening committee felt it to be a non-grievable item, since the right to file a grievance varies with the particular contract. In any event, such a screening committee would require the organization to indicate to its members its approval or disapproval in order to reduce the number of petty and unsupportable complaints. This would minimize the wasteful consumption of time and energy made necessary by the actions of those few individuals who seize every possible opportunity to create disruptive situations. The screening committee would be helpful even when conflicts of interest are involved which concern complainants who belong to rival organizations or to no organization at all. Such a process would indicate a sense of mature, professional responsibility by the teachers'

organization which has been recognized as the negotiating unit.

3. The Principal Should Have His Witness

Since the building representative ordinarily will be present at the first level of the grievance procedure, it will be advisable for the principal to have his own witness also present. This is particularly true where the grievance involves a department head, assistant principal, or some other person in the building. Some cases might suggest the presence of a representative of the principals' association as well. In any event, the contract should specify the principal's right to have his own witness present. If this provision is not included in the contract, the principal should nevertheless adopt the practice.

4. Reprisals Should Be Forbidden

It is generally agreed, and usually stated in the contract, that reprisals may not be taken against teachers because of their positions in the matter of grievances. It is not so agreed, nor often stated in contracts, that this safeguard should be a two-way street. The clear implication is that, unless protective provisions are written in the agreement, principals might take punitive action against teachers who file grievances. This does not prevent individual teachers or groups of teachers from showing displeasure at an adverse ruling by behavior intended to embarrass or annoy the principal. Principals should insist that the wording of the grievance clause protect both teachers and administrators against reprisals arising from participation in grievance cases. The 1966 Stratford,

Connecticut, agreement (NEA) contains an example of such wording: "No reprisals of any kind shall be taken by either party or by any member of the administration against any party involved."

5. All Parties Should Be Allowed to File Grievances

The safety factor provided by the grievance clause should work two ways. Grievance procedures should provide opportunities for the administrator as well as the teacher to protest practices which seem to be in violation of the agreement or of commonly accepted practice. It is just as possible that teachers or their organizations may act improperly in this context as it is for the principal to do so. In fact, the comparative numbers involved seem to offer a much greater probability of improper teacher behavior. Therefore, just as the aggrieved teacher is empowered to take advantage of grievance clauses, the administration should have similar rights. While it may be true that teacher organizations are not in business to write clauses into contracts for the purpose of protecting administrators, it is true that these agreements should be reasonable and fair to all and in the public interest. It is not enough to write "half-clauses" to protect only one side at the bargaining table while leaving the other side at a clear disadvantage from the viewpoint of proper administrative practice and efficient operation of the school. Moreover, this protection, coupled with the grievance-screening committee referred to previously, will reduce opportunities to deliberately harass and annoy.

Teacher organizations may object to this approach to equality of treatment, since it may involve disciplin-

ing their own membership, but agreements must never be one-sided affairs. It should be noted that contracts which do not have provisions for the filing of grievances by the administration leave no alternative for the administrator but to take action first. It then becomes the responsibility of the teachers' organization to challenge this action in order to rectify an offensive situation. Such after-the-fact propositions are more annoying than the filing of administrative grievances.

Teachers always have the right of appeal from an unfavorable decision, but principals are not accorded the same privilege. However, this seems to be one area where what may appear to be equality of treatment is probably not feasible. The rationale involved in denying principals the opportunity to appeal from an adverse decision at Level II (central administration) is based on the premise that the principal is part of management. In that role, he can hardly complain about or appeal from a ruling by his own team. From this point of view, it might be best for his superior at the next level to explain to the principal why he must be overruled before the decision is actually promulgated. An exception would occur where a principal is charged with a serious offense, in which case his right to appeal should not be denied.

6. Grievance Procedure Should Not Be Conducted on School Time

The complaint should not be taken up during the regular working periods of the teacher concerned unless it is impossible to handle the grievance at any other time. It should not be incumbent upon the

school board to pay for a substitute so that a teacher can use school time to present a grievance, nor should children be deprived of their rightful instruction for this reason. Emergencies aside, a grievance should be presented on the teacher's own time.

7. A Statute of Limitations Should Be Specified

All grievance clauses should contain statutes of limitations whereby teachers cannot suddenly decide to bring up grievances based on long-past situations. Only current problems should be considered. The 1968 Denver, Colorado, agreement (NEA) does not recognize any grievance unless it is "presented at the appropriate level within 30 days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based." The 1967 Framingham, Massachusetts, agreement (NEA) has a limitation of 10 days following the alleged occurrence during which to file a grievance. A similar 10-day limitation is imposed by the 1968 Washington, D. C., agreement (AFT).

Guidelines for Resolving Formal Grievances

Regardless of how well written the contract is, the grievance procedure will succeed or fail with the courage and wisdom of the persons who administer it, most important of whom is the principal. For his guidance we offer a number of suggestions which can be considered as guidelines, to be observed whenever they are appropriate.

a. *Take Time To Decide.* Principals should give careful and deliberate consideration to grievances filed with them; impulsive reactions should not be

allowed to dictate immediate responses. Sometimes, reflection in the privacy of one's home or office gives fresh perspective to the problem. What seemed at first glance to be an unreasonable argument may involve more than originally met the eye. In addition, avoidance of an immediate ruling gives time for investigation, for consultation, and for projection of the implications of one's decision beyond the immediate situation. The matter at hand may affect future operations. Since several days are permitted before an answer must be given, it is well to use whatever time is allowed to reflect upon the issues involved. Of course, where an emergency situation requires immediate action, the principal must act accordingly.

Nothing in the foregoing should be construed as recommending deliberate delaying action, since no useful purpose could be served by such an improper approach. But it should be remembered that principals must live with the decisions they render and, once given, they are not easily recalled.

b. *Avoid Unnecessary Written Explanations.* If possible, and where permitted, principals' rulings should be limited to a brief sentence denying or granting the grievance, supplemented by succinctly expressed supporting reasons. Although a fuller explanation can be given, and should be given, to the complainant, this is best done on a person-to-person basis. In the first place, it is much easier to explain one's position in an informal conference where discussion and response come naturally and where questions can be asked and answered than it is in a written document. The personal relationship among profes-

sional people within the same school is fostered more by conversation than by written exchange. Secondly, the principal's ruling may assume quasi-judicial status if appeals are made. Statements of this nature written by principals reflect their lack of legal experience. They are subject to rigorous examination by eyes more experienced in analyzing such decisions for possible flaws in content which might detract from the strength of the principal's position. Future proceedings may require that the principal set down in writing his views of the problem and the reason for his decision, and by that time he will ordinarily be in a better position to comply.

In contrast, some authorities feel that both teacher and principal deserve a reason, that the grievance requires a complete explanation when filed, and that the principal who acts on it should have sufficient confidence and integrity to spell out the reasons for his decision.

c. *Consistency and Impartiality Are Essential.* Principals sometimes create their own problems by being inconsistent in implementing the terms of an agreement. Ida Klaus, New York City public school offi, cial, has said that, after strong and successful efforts had been made during negotiations to hold the line on behalf of the principals, some of the principals did not adhere to the very policies designed to maintain their effectiveness. Not only must the building principal be impartial and consistent in his application of those aspects of the agreement in which he is involved, but all principals within a school district should reach common understanding concerning in-

terpretations. Handling such details as the time when teachers are required to be in the building in the morning or at their assigned rooms or the time of departure are all matters of routine. However, attempts to implement the requirements can easily lead to unnecessary grievances being filed if the principal is inconsistent or if he makes sudden efforts to enforce regulations previously ignored. This applies equally to such situations as the teachers' use of administrative periods and special assignments.

d. *Firm Decisions Require a Long-Range View.* Principals should avoid capitulating to grievances merely because surrender seems an easy way out at the moment. The implications for future policy and decisions are sometimes of far greater import than the immediate results of a particular case. Nor should there be for the same reason any quid pro quo whereby the principal is able to obtain some other concession because of a decision rendered in favor of a grievant. Rulings should be made strictly on the merits of each case.

e. *Principals Must Be Able To Document Teacher Ratings.* Principals should follow approved practices carefully in the evaluation and appraisal of teaching performance, including the keeping of thorough records. Since many grievances arise as the result of unsatisfactory fitness reports or evaluations made by principals, written agreements often require a specific minimum number of visitations and conferences. Where a principal finds inadequate performance by a teacher demonstrated to such an extent that removal or other official action is contemplated, it is essential

that he be able to show that every reasonable effort has been made to instruct, supervise, and otherwise assist the teacher concerned.

It comes as a surprise to many principals to find that, when a teacher objects to an unsatisfactory fitness report, the written account of procedures used in the evaluation and the attempts made to assist the teacher do not stand up as well as had been expected. This is particularly true when the principal is aggressively questioned about his methods of supervision, visitation of classes, conferences, and so on.

f. *Continuous Communication Between Central Office and Principal Is Crucial.* It is necessary to recognize that written contracts establish certain relationships between teachers (through their representatives) and school boards (through the superintendent) which may not have existed before. Required periodic meetings with the superintendent at which organizational grievances are submitted afford opportunities for direct communication between teachers and central administration. In many cases, the superintendent keeps the principal informed on such matters. Principals on salary index or ratio must understand that they are to this extent dependent upon teacher activity, a factor that has implications for the principal in his role at Level I in the grievance procedure. Some principals whose salaries depend upon teachers' schedules may have difficulty orienting themselves between appreciation for salary benefits achieved by teacher association activity and responsibility to be completely fair in judging their grievances.

Level I, or even in prior discussion, is the place

where grievances should be settled. However, superintendents or school boards who, conscious of the militancy of the representative unit, allow themselves to be approached directly, make a mockery of the grievance procedure. A central administration which reduces the principal's role by not including him in the decision-making process cannot expect the professional leadership required of that position.

g. *Permanent Records Should Be Kept.* A permanent record of all grievance cases should be maintained for future reference, but this information should not appear in the personnel file of an employee.

Principals Must Be Aggressive Leaders

If principals are to be recognized as the educational leaders of their schools, it is imperative that they assume this role in fact. If teacher groups are always out ahead pressuring for better teaching conditions (smaller classes, more supportive personnel, adequate supplies) while the principal merely accepts the budget and makes the best of it, then teachers have seized the initiative and are likely to maintain this posture. Witness the MES Program (AFT) and PACT (NEA). It is absolutely necessary for the principal to be well read on current practices and developments in school operation; he must demonstrate initiative and flexibility in his interpretation of the school program; he must develop a climate that encourages experimentation and teacher participation in curriculum matters.

Some principals operate on the theory that a good salary schedule, desirable working conditions, reasonable supervisory policy, and sincere attempts on the part of administration to maintain equitable treatment will remove the possibility of grievances. This is not the case. Principals will find that, although their teachers may hold them in the highest regard, a grievance procedure will be a prime item for inclusion in any agreement. Differences of opinion are inevitable, and grievances will occur under any conditions, no matter how desirable these conditions may seem to be. Moreover, grievances, like measles, tend to spread rapidly. Administrators must provide opportunities for teachers to air their complaints where answers may be found rather than allowing an accumulation of gripes and disgruntled feelings to fester.

Principals who deal with grievances will find that the two parties are meeting on equal ground without the usual teacher-principal relationships commonly found in the ordinary school situation. Therefore, principals should expect a type of strong opposition and aggressive discussion quite unlike that to which they may be accustomed.

To conclude, principals who feel that the grievance clause provides one more annoying and expensive procedure which interferes with their efficiency and which opens a Pandora's box of problems are taking a limited and unnecessarily fearful viewpoint of the process. No agreement will ever be written, nor should one be attempted, which covers every conceivable problem that may occur. The grievance procedure provides a method for resolving these unpre-

dictable problems. Properly handled, the grievance clause insures a systematic and equitable method of minimizing problems so that they do not assume unduly large proportions. Teachers who have this avenue through which to express dissatisfaction, thus having some hope of adjustment of problems, are less likely to develop the animosities which frequently arise in a more arbitrary atmosphere. Furthermore, grievance procedures make possible direct communication to the principal concerning a problem in his school. Thus, he has a chance to consider the matter and make adjustments where it seems desirable without involving higher authority or larger areas. Compulsory consideration of grievances at the lowest possible level makes for speedy action, the possibility of more immediate satisfaction, and less annoyance to all concerned.

References

1. Lieberman and Moskow. *Collective Negotiations for Teachers. An Approach to School Administration.* Chicago: Rand, McNally & Company, 1966.
2. Rhodes and Long. *The Principal's Role in Collective Negotiations.* Washington, D.C.: Educational Service Research Bureau, Inc., 1967.
3. Schmidt, Parker, Repas. *A Guide to Collective Negotiations.* East Lansing, Michigan: Social Science Research Bureau, 1967.
4. Lutz, Kleinman, Evans. *Grievances and Their Resolution.* Danville, Illinois: The Interstate Printers & Publishers, Inc., 1967.

Appendix

REPRESENTATIVE GRIEVANCE PROCEDURES

EXAMPLE I

Section 1: Definition

Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement, a violation of their right to fair treatment, or violation of any established policy or practice shall be a grievance, and shall be resolved through the procedure set forth herein.

Section 2: Time Limits

All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter can be resolved before the close of the school term or as soon as possible thereafter. Time limits may be extended only with the written consent of the Administration and the Association.

Section 3: Grievance Representation

Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association grievance committee of eight members and the Executive Secretary.

Section 4: Procedure

The parties acknowledge that it is usually most desirable for an employee and his supervisor to resolve problems through free and informal communications. When requested by either party, the building representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the teacher, then a grievance may be processed as follows:

Step 1—If the complaint is not resolved in the initial meeting, the employee must present the grievance in writing within five (5) days, to the principal, who will arrange a meeting within four (4) days. The Association's representative, the Board's representative, the Association's building representative, the principal, and the grievant shall be present for the meeting.

The building principal must provide the grievant with a written answer on the grievance within two (2) days. The Association shall refer the grievance to the Board's representative who will arrange a meeting within five (5) days with the Association's Grievance Committee and the Board's representative.

Step 2—If the grievance is not satisfactorily resolved in Step 1, the Board's representative will arrange a meeting with the Association's grievance committee and the Board's representatives. Each party shall have the right to include in its representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance.

Upon conclusion of the hearing, the Board will have four (4) days in which to provide their decision in writing to the Association.

Section 5: Arbitration

If either party is not satisfied with the disposition of the grievance at Step 2, or the Step 2 time limits expire without action, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a demand for arbitration within thirty (30) days of the date of the Board's Step 2 reply, then the grievance shall be deemed withdrawn.

Neither the Board nor the Association will be permitted to assert any grounds or evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he judges to be proper. Each party shall bear the full costs for its side of the arbitration, and will pay one half of the costs for the arbitrator.

Section 6: The Board acknowledges the right of the Association's Executive Secretary and/or the Board's representative to participate in the processing of a grievance at any level.

Section 7: Provided both parties agree, Steps 1 and/or 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.

Section 8: For the duration of the Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of educational activities due to a cessation, with-

drawal or withholding of services in any manner or form either in whole or in part by members of the Bargaining Unit. No party shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity.

EXAMPLE II

A. *Definitions*
   1. A "grievance" is any alleged violation of the application, meaning, or interpretation of this Agreement and/or established teacher personnel policy.
   2. An "aggrieved person" is the person or persons making the claim.
   3. The term "teacher" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
   4. A "party in interest" is the person or persons maki g a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
   5. The term "days" shall mean calendar days.

B. *Purpose*

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with

any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. *Structure*

1. There shall be one or more Association representatives for each school building who shall be recognized as official representatives of the Association in grievance procedures.
2. The Association shall establish a Professional Rights and Responsibilities Committee (PR & R Committee) which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute be named by the Association.

D. *Procedure*

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the Association and the Administration. In the event a grievance is filed on or after June 1, which is left unresolved until the beginning of the following school year, the time limits set forth herein shall be reduced so that the grievance procecedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One
   A teacher with a grievance may first air it with his immediate supervisor or principal either individually, together with his Association Building representative, and/or through another official Association representative.

2. Level Two
   a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. An Association representative will assist in writing the grievance.
   b. Within five (5) days of receipt of the grievance, the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately submit the written claim to the Assistant Superintendent for Personnel or his representative. Within ten (10) days from receipt of the grievance he shall render a written decision as to the solution.

3. Level Three
   In the event the aggrieved person is not satis-

fied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of the grievance by the Assistant Superintendent for Personnel, the teacher may refer the grievance individually or through the PR & R Committee to the Superintendent. Within ten (10) days from receipt of the written referral by the Superintendent he shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team or the teacher, as the case may be for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A written decision shall be rendered within ten (10) days.

4. Level Four

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, the grievance shall be submitted by the PR & R Committee at their discretion to binding arbitration before an arbitration panel consisting of three members, one chosen by each of the parties hereto, which arbitrators shall select a third member. If there is no agreement as to the third panel member, he shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other. The arbitration panel shall have

no power to alter, add to, or subtract from the terms of this agreement. Both the Board and the Association agree to be bound by the award of the arbitration panel. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

E. Rights to Presentation

No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this Agreement.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association representative or the Association PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. Copies of all written decisions of grievances shall be sent to all parties involved and the Association Executive Secretary.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and

the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance problem.

6. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.

ABOUT THE AUTHOR—Louis Kramer

Louis Kramer has spent thirty-six years in public education, sixteen of these in administrative positions. He began his career as a teacher in Providence, Rhode Island, in 1933 and received his first administrative appointment in 1953 as assistant high school principal. Later he became a junior high school principal, and in 1960 he was appointed principal of Providence's Mt. Pleasant High School. He was named acting superintendent of the Providence Public Schools in October 1968.

Mr. Kramer has been a member of the Secondary School Commission of the New England Association of Colleges and Secondary Schools and also a delegate to the College Entrance Examination Board. He is a past president of the Providence Public School Principals Association. Mr. Kramer became a member of the NASSP Committee on the Status and Welfare of Secondary School Administrators in 1967.

The type face throughout this publication is a variety of Melior and Melior Semi-Bold. Typography: Hendricks-Miller. Produced and lithographed by Sauls Lithograph Co., Inc., Washington, D. C.